

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

Belfast  
Waldo County

PIN 8842.00

Contract No. 1

Demolition and Removal of Building

\*\*\*\*\*

IMPORTANT!!

This is a Package and must not be taken apart.  
when you submit a bid, utilize the "Bid I  
Form", and return the entire Bid Package intact  
to the Department Office in accordance with infor-  
mation contained in "Notice to Contractors and  
Building Movers/Wreckers".

If you require further information as to the Pro-  
posal Contract, contact the Department of Trans-  
portation, as per "Notice to Contractors and  
Building Movers/Wreckers".

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# NOTICE TO CONTRACTORS AND BUILDING MOVERS/WRECKER

PIN 8842.00

Belfast, Maine

Contract No.1

Sealed Bids addressed to the Maine Department of Transportation will be received at its Commissioner's Office (first floor) in Augusta, Maine until 11:00 A.M. (local time) on Wednesday October 8, 2003 and at that time and place publicly opened and read for the Demolition or Removal of one building unit.

The unit is a 1 story wood frame ranch style house with attached garage located at 11 Belmont Avenue in Belfast.

All bids must be submitted in the envelope attached to the General and Special provisions section of this bid package, and be accompanied by a Bid Bond or other Bid Guaranty in the amount and form set forth in the Special Provisions. If the low bid exceeds \$100,000, payment and performance bonds will be required. If a bid indicates a credit to the State, the Department requires a bidder to forward a separate credit amount for the credit bid in the form set forth in the Special Provisions.

This contract is subject to all appropriate Federal laws, including Title VI of the Civil Rights Act of 200164 and those Federal provisions given in Appendix A of the Maine DOT Standard Specifications. (available on the Maine DOT website at <http://www.maine.gov/mdot>)

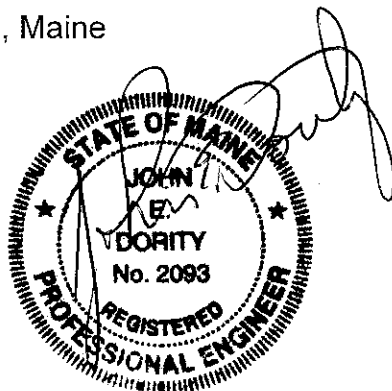
All work will be required to be in full conformity with standard provisions incorporated herein by reference and by contract special provisions provided herein.

Bid forms and contract special provisions may be obtained from from the Department's Rockland Division Office 143 Rankin Road in Rockland Tel # 596-2230 The building may be inspected by arrangement made through the Rockland Division Office, Department of Transportation, Rockland, Maine 04224-0817 (596-2230).

The right is hereby reserved to the Department to reject any or all bids.

Augusta/Winthrop, Maine

John E. Dority  
Chief Engineer



PIN 8842.00

Belfast, Maine

Demolition or Removal of Building Contract No. 1

### General Provisions

The bid and all work in connection with the proposed contract shall be in full conformity with the Maine State Department of Transportation, Standard Specifications, Highways and Bridges, Revision of December, 2002 hereafter Standard Specifications, except as modified by the following special provisions. Copies of the Standard Specifications may be obtained from the State Department of Transportation upon payment of Ten Dollars (\$10.00) each, or may be obtained free on the Maine DOT website previously cited. No charge will be made for the bid forms or other bid documents.

The Maine Department of Transportation, hereafter Department, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, sex or national origin in consideration for an award.

### **Special Provisions**

1. The bid shall be made upon forms furnished by the Department and shall consist of the Notice to Contractors, plan of area, the Special Provisions, and completed forms for the contract agreement.

BIDS MUST BE SUBMITTED IN THE ATTACHED ENVELOPE.

ALL OTHER PAPERS BOUND WITH OR ATTACHED TO THE BID FORMS ARE NECESSARY PARTS THEREOF, AND MUST NOT BE DETACHED. THIS PACKAGE IS NOT TO BE TAKEN APART, BUT SHOULD BE RETURNED INTACT, WITH THE BID SET FORTH ON THE "BID FORM".

### **Bid Guaranty.**

Bids must be accompanied by a bid guaranty that complies with all the requirements of this section, unless noted otherwise in the Notice to Contractors and Building Movers/Wreckers.

The bid guaranty must be: (A) a cashier's check, certified check or United States Postal Money Order in the amount of \$5,000.00 made payable to the "Treasurer - State of Maine" or (B) a Bid Bond for 5% of the Bid conforming to the next paragraph

Bid Bonds must be: (A) issued by an insurance company licensed or approved by the State of Maine, Department of Business Regulation, Bureau of Insurance, to do business in the State of Maine; (B) properly signed by the Bidder (as Principal) and a duly authorized representative of the insurance company referenced above, and (C) on the Department's Bid Bond form (or an exact copy thereof) OR must not contain any significant variations from said form as determined in the sole discretion of the Department.

**Definition of a Unit.** A "unit" is defined as any structure and its auxiliary buildings, as crosshatched on the attached plan.

3. Bid Price. A bid price shall be a lump sum bid price, to be paid either by the State of Maine or to the State of Maine as indicated on the bid sheet, which is a part of the bid form. Bids are a firm fixed price offer and shall not be conditional. This lump sum bid shall cover all labor, equipment, material, and all miscellaneous items necessary to the performance of the work and all the required incidental work as outlined herein. This lump sum bid will be indicated on the Bid Form under the Demolition or Removal Section included herein.

With a bid, which indicates a credit to the State, the State Department of Transportation, the bidder is required to forward with the bid a separate certified check, cashier's check, or U.S. Postal Money Order drawn to the order of the Treasurer, State of Maine for the credit amount shown on the bid. This is in addition to Bid Guaranty.

4. Competence and Qualifications of Bidders. Prior to award of a contract, the apparent successful bidder may be asked to submit to the Department any or all of the following:

- a. A statement indicating his recent experience on similar work.
- b. A statement that he has sufficient machinery, equipment, and manpower to perform the work described in the contract satisfactorily, and within the required time limit.
- c. A financial statement.

5. Award and Execution of Contract. The contract will be awarded or the bid rejected by the Department within thirty (30) days after the opening of the bids. Although Bids will normally expire 30 days after bid opening, a bid may be extended if the Department requests and the bidder agrees, to give the Department additional time before award.

Awards will be made to the responsible bidder with the lowest responsive Bid, with an amount "TO BE PAID BY THE STATE OF MAINE", unless there is a responsive Bid which contains a credit amount " TO BE PAID TO THE STATE OF MAINE . If there are more than one responsive Bids offering a credit to the State of Maine, then the highest responsive credit Bid becomes the apparent successful bidder. The Department reserves the right to accept or reject any bid. In the case of two (2) or more equal bids, the Department shall decide to whom the contract will be awarded in accordance with Title 5 § 1816(8). In the interest of preserving existing housing, the Department may, if the option is available in the bid package, elect to accept a bid for removal and relocation rather than one for demolition. The successful Bidder will be notified in writing if payment and performance bonds are required, and upon receipt of any required bonds, that said bidder has been awarded the Contract. Otherwise the successful bidder will be simply notified in writing that it has been awarded the contract.

6. Return of Bid Guaranty. All Bid Guaranties, other than bid bonds, except that of the lowest bidder or highest bidder, as applicable, will be returned within ten (10) days following the opening and checking of bids. Upon award of a contract to the successful bidder, the bid bonds of the unsuccessful bidders expire.

In case all bids are rejected, all Bid Guaranties other than Bid Bonds will be returned within three (3) days of the date of rejection. All bids will be opened, although

the Department retains the right to rejected any and all bids. Rejected bids will not be returned unless the bidder requests in writing that the Bid be returned. Bidders whose bids are rejected will be notified in writing of the fact that their Bid was rejected and the reason it was rejected.

7. Execution of Contract. The Department uses the Offer, Agreement and Award process used by the Federal government on construction contracts. The signed, properly completed, responsive Bid is the offer. Once the Department has opened reviewed the bid, and performed a successful responsibility check on the bidder, then the successful bidder will receive a written "Notice of Intent to Award" letter requesting the insurance certificate per the Standard Specifications or a lesser amount of insurance incorporated into the bid package by Special Provision. The Department will then accept the offer, cosign the agreement form provided in the bid package, and a contract will be formed. If the resulting contract will equal or exceed \$100,000, then payment and performance bonds will be requested in addition to the insurance certificate noted above.

8. In the event the contract is not executed by the Department within thirty (30) days after the date of bid opening, the successful Bidder shall have the right to withdraw his bid without loss of Bid Guaranty. No Bid shall be considered binding upon the Department until the execution of the contract by the Department. Execution shall take place when the Commissioner or Deputy Commissioner has cosigned the Offer, Agreement and Award Form.

9. Start and Completion of Work. Work under the contract shall be started within ten (10) days of receipt of a fully executed contract. The completion date will be that noted on the Offer, Agreement and Award Form, unless otherwise noted in the contract.

In the event the contractor is unable to complete the work by the completion date, and the Department determines that the cause of delay to the contractor was due to circumstances beyond the control of the contractor, the Department shall have the absolute right to extend the completion date accordingly. For each calendar day that the work shall remain incomplete after the completion date, there shall be deducted from any monies due under the contract, not as a penalty, but as liquidated damages, the sum of One Hundred Dollars (\$100.00) with the exception of Sundays and holidays.

#### 10. Scope of Work

A. The work shall consist of the complete Demolition or Removal of the following unit:

Unit No A 1-story wood frame ranch style house with attached garage located at 11 Belmont Avenue in Belfast.

Septic System: The septic tank shall be pumped out to remove waste material and shall be broken up as directed by the engineer to preclude accumulation of water. It shall then be backfilled with gravel as required under the provisions regarding excavations below.

Foundations: Remove to minimum of three (3) feet below surrounding grade (may be tumbled into cellar hole to extent of space available below the three (3) foot level). The cellar hole shall then be filled to surrounding levels as required under the provisions regarding excavations below.

Loaming: Section 615 All graded or disturbed areas are to be covered with a minimum of two (2) inches of loam.

Seeding: Section 618 All graded or disturbed areas are to be seeded according to Method #1.

General: The following shall be completely removed at the discretion of the State's engineer: steps; walks; slabs; piers; posts.

Excavations shall be filled to ground level with Two foot layers of good grade common borrow that meets the requirements of section 703.18 of the Standard Specifications. In this process, the contour and grades of the abutting land are to be followed.

Remains of Outbuildings: The following shall be completely removed: foundations, piers, posts, slabs of whatever material; associated debris. Swimming pool filled to at grade.

B. Ownership of Buildings and Materials: All buildings and materials contained therein (except as specified in Paragraph "C"), and any items connected with the property of a personal property nature shall become the property of the contractor and shall be completely removed from the proposed highway construction area. Ownership reverts to contractor upon awarding of contract by Commissioner of Maine Department of Transportation. All debris and unusable materials shall be removed to an approved transfer station or approved landfill. Under no circumstances shall any material or debris be disposed of by burning on the premises nor shall the debris be burned at an off premise site.

C. All plywood panels, hasps, padlocks, and other materials used to secure these buildings will remain the property to the Department of Transportation. These panels and padlocks will be transported to a location in the area to be determined by the Project Engineer.

D. Rodent Control. With the "Notice to Proceed", or when a building becomes available to the Contractor, the Department will designate whether rodent control measures are required or not.

The Contractor shall not remove a building until the Department has certified it to be free of rodents. Should rodent control measures be required, the Contractor shall procure the extermination services as soon as possible. The Department will reinspect the building within 7 days after the extermination services are performed. The cost of extermination services until the building is found to be rodent free will be paid for as a specialty item under Section 109.04(g) of the Standard Specifications.

Each building shall be removed promptly after notification that it is free of rodents. All subsequent inspection costs and extermination services necessary to assure that the building is rodent free at time of removal will be at the expense of the Contractor.

E. Temporary Barricades and Signs. The Contractor shall provide and maintain all temporary barricades, signs or other safety measures necessary.

11. Utilities. Contractor shall remove all utility service connections prior to demolition of any building. All existing sewer connections shall be cut off and sealed with a water and gas tight seal to the satisfaction of the Department's Engineer before such connections are covered by any fill material. Water connections or services shall be cut and completely capped or plugged in a manner to prevent any flow or seepage of water into any excavated area.

12. Permits and Conformity with Laws and Ordinances. The Contractor shall obtain any and all permits or licenses necessary for the performance of the work and shall familiarize himself with and conform to all Federal, State, and local laws, regulations, or ordinances applicable to the work.

13. Insurance. Contractor shall purchase and maintain during the term of this contract comprehensive liability insurance as noted in the Departments Standard Specifications, or otherwise specified by Special Provision herein., coverage for death, personal injury or property damage which may occur as a result of Contractor's work under this contract. (See Section 110 of the Standard Specifications, entitled Indemnification, Bonding and Insurance)

14. Non-discrimination. During the performance of this contract the Contractor agrees to comply with the requirements imposed by Title 5 M.R.S.A. & 784(2), which statute is hereby incorporated by reference.

15. Payment. Payment will be made in one lump sum unless the Department and the Contractor agree to progress payments at completion of agreed intermediary milestones. Before the Department may accept the work, the Contractor must submit both a notification of the completion of the work and a written statement that all bills incurred in doing the work have been paid. After receipt and consideration of these statements the Department will accept or reject the work.

16. Notices. All notices, invoices, payments and correspondence required or generated under the terms of this contract shall be sent to the following:

To Department

Attention Fred Paganucci  
Maine Department of Transportation  
State House Station 16  
Augusta, Maine 04333

To Contractor

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION**  
**FORM OF GENERAL CONTRACT BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

of the \_\_\_\_\_ of \_\_\_\_\_

and State of \_\_\_\_\_ as Principal,

and \_\_\_\_\_

\_\_\_\_\_ as Surety, a corporation duly

organized under the laws of the State of \_\_\_\_\_

and having a usual place of business in \_\_\_\_\_

are hereby held and firmly bound unto the Treasurer of the State of Maine in the sum of

\_\_\_\_\_

\_\_\_\_\_, for

payment which Principal and Surety bind themselves, their heirs, executors,

administrators, successors and assigns, jointly and severally.

The condition of this obligation is such that if the Principal has submitted to the Maine Department of Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a part herein, to enter into a written contract for the Demolition/Removal of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

and if the Department shall accept said proposal and the Principal shall execute and deliver a contract in the form attached hereto (properly completed in accordance with said bid) and shall furnish bonds for his faithful performance of said contract and



for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

WITNESS

PRINCIPAL:

\_\_\_\_\_ BY \_\_\_\_\_

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ BY \_\_\_\_\_

WITNESS

SURETY

\_\_\_\_\_

\_\_\_\_\_

Name of Local Agency

\_\_\_\_\_

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

**(Name of the firm bidding the job)**

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract,

**PIN No. 1234.56**, for the **Demolition and Removal of a single story ranch style house with attached garage** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes demolition, maintenance of site during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time**

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2005**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the Maine DOT Standard Specifications.

### C. Price

The quantities given in the Schedule of Items of the Bid Package (if applicable) will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond. **The bid is (Place bid here \$ 000,000 ), if the bid is a credit – write the word “Credit” next to the bid credit amount** \_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

### D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Maine DOT Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement, and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

### E. Certifications

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A the Maine DOT Standard Specifications (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer** The undersigned, having carefully examined the site of work, the Plans, Maine DOT Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Bonds contained herein for demolition of:

**PIN 1234.00 West Eastport, Demolition and removal of a one story ranch style house with attached garage located on 11 Belmont Avenue**

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to perform the whole of the Demolition Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”(if given) or at a lump sum price.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offerer also agrees:

First: To do any extra work, not covered by the attached documentation, which may be ordered by the Maine DOT Resident Engineer or Project Manager, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Maine DOT Resident Engineer's or Project Manager's "Notice to Commence Work" as stated in the Maine DOT Standard Specifications, and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: If Federal funding is involved, the Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Maine DOT Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR  
\_\_\_\_\_  
(Sign Here)  
\_\_\_\_\_  
(Print Name Here)  
(Name and Title Printed)

\_\_\_\_\_  
Date  
\_\_\_\_\_  
(Witness Sign Here)  
Witness

**G. Award**

**Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.**

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

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a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

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The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract,

**PIN No. 8842.00**, for the **Demolition and Removal of a single story ranch style house with attached garage in the town/city of Belfast**, County of **Waldo**, Maine.

The Work includes demolition, maintenance of site during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time**

The Contractor agrees to complete all Work, except warranty work, on or before December 31, **2003**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the Maine DOT Standard Specifications.

### **C. Price**

The quantities given in the Schedule of Items of the Bid Package (if applicable) will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond. **The bid is**

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Performance Bond and Payment Bond each being 100% of the amount of this Contract.

#### **D. Contract**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Maine DOT Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

#### **E. Certifications**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A the Maine DOT Standard Specifications (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer** The undersigned, having carefully examined the site of work, the Plans, Maine DOT Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Bonds contained herein for demolition of:

**PIN 8842.00 Belfast, Demolition and removal of a one story ranch style house with attached garage located on 11 Belmont Avenue**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to perform the whole of the Demolition Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items"(if given) or at a lump sum price.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offerer also agrees:

First: To do any extra work, not covered by the attached documentation, which may be ordered by the Maine DOT Resident Engineer or Project Manager, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Maine DOT Resident Engineer's or Project Manager's "Notice to Commence Work" as stated in the Maine DOT Standard Specifications, and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: If Federal funding is involved, the Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Maine DOT Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.



CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award**

**Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.**

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness